

TO (Name and Address): Cook Collection Attorneys, PLC P O Box 270 San Francisco, CA 94104-0270	LEVYING OFFICER (Name and Address): Santa Clara County Sheriff's Office Office of the Sheriff-Civil Division 55 W Younger Ave San Jose, CA 95110
NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Santa Clara County Superior Court 191 North First Street San Jose, CA 95113 Limited	(408) 808-4800 Fax: (408) 998-0636 California Relay Service Number (800) 735-2929 TDD or 711
PLAINTIFF: Sanfer Sports Cars, Inc. DEFENDANT: Bryan Shisler	COURT CASE NO.: 109CV159158
Notice of Filing 3rd Party Claim	LEVYING OFFICER FILE NO.: 2010800271

Notice mailed on:

10/05/2010

Mailed from:

San Jose, CA

The Sheriff's Office has received a 3rd party claim from: **Dee and or Isabel Shisler**
 5710 Tonopah Dr.
 San Jose, CA 95123

A copy of the claim is attached. The claim was filed in reference to the above civil action.

Property subject to 3rd party claim: **Dodge Viper**
Bryan Shisler
 1497 Bergerac Drive
 San Jose, CA 95118

As judgment creditor or debtor, you MUST take appropriate action regarding the following:

3rd Party Claim of Ownership or Possession (720.110 CCP)

The person named above has filed an undertaking with their 3rd party claim of ownership or possession to release the above described property. The property will be released unless a written objection to the undertaking is filed by the creditor with the court and Sheriff within 15 days of the date of this notice (720.760 CCP).

The person named above has not filed an undertaking with their 3rd party claim of ownership or possession. The property levied upon will be released unless, within 15 days of the date of this notice, the creditor files with the Sheriff an undertaking that satisfies the requirements of section 720.160 CCP, and provides an affidavit of service showing proof that a copy of the undertaking has been served on the beneficiary pursuant to section 995.370 CCP.

3rd Party Claim of Security Interest or Lien (720.210 CCP)

The person named above has filed an undertaking with their 3rd party claim of security interest or lien. The above described property will be released unless the creditor files and objection with the court and the Sheriff, within 15 days of the date of this notice. (720.760 CCP)

The person named above has not filed an undertaking with their 3rd party claim of security interest or lien. The above described property will be released unless, within 15 days of the date of this notice, the creditor files with the Sheriff an undertaking that satisfies the requirements of section 720.260 CCP, and a statement under section 720.280 CCP, and provides an affidavit of service showing proof that a copy of the undertaking has been served on the beneficiary pursuant to section 995.370 CCP.

In lieu of posting an undertaking, the creditor may deposit with the Sheriff the amount of the claim plus interest of 10% per annum to the estimated date of tender to the secured party or lien holder (15 days) 720.240 CCP.

Pursuant to section 720.140 or 720.240 CCP, you are hereby given notice as a judgment debtor in the above described civil action.

Laurie Smith, Sheriff


 Sheriff's Authorized Agent

Fair is a original

faxed 10/11/2010

THIRD PARTY CLAIM OF OWNERSHIP
OR POSSESSORY RIGHTS

SUPERIOR COURT OF CA COUNTY OF SANTA CLARA

*Attention
Stephanie*

PLAINTIFF
SANFER

)
)

CASE NO. 109CV159158

VS

)

THIRD PARTY CLAIM OF OWNERSHIP/SUPERIOR
RIGHT OF POSSESSION

DEFENDANT
BRYAN SHISLER

)
)

SHERIFF DEPT.
CIVIL SECTION
SANTA CLARA COUNTY
2010 OCT -4 PM 2:33

TO: SHERRIF 55 W. YOUNGER AVE SAN JOSE CA 95110

I Isabel and or Dee Shisler ("third party claimant/s") have personal knowledge of the facts set forth herein.

Notice is here by given that the third party claimant claims ownership of /right of possession of the vehicles that were levied against or upon on or about 9/2010 Lamborghini Diablo VIN number ZA9RU37B3VLA12789 and Ducati VIN number ZDM15V82B015811 Dodge Viper VIN number 1B3BR65E65V201107

Third party claimant acquired its ownership in superior right to possession of the aforementioned property by virtue of signed contracts declaring ownership rights of said property. The evidence is backed by evidence of loans made to acquire said property.

Third Property Claimant address is in the state of CA where service can be mailed to

Dee and or Isabel Shisler
5710 Tonopah Dr.
San Jose CA 95123

The fair market value of said property is estimated at \$80,000 interest in said property is 100%

Copies of all writings upon which this claim is based are attached hereto.

THIRD PARTY CLAIMANT REQUESTS THAT THE AFOREMENTIONED PROPERTY BE RELEASED.

I DECLARE UNDER THE PENALTY OF PURJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Date 9/30/2010

Dee F. Shisler
Third party name

Dee F. Shisler
Third party signature of declarant

I Isabel Shisler declare in the event of my death or change in my marital status, the following vehicles and property listed below will be transferred to my son Bryan B. Shisler

Dodge Viper

Lamborghini Diablo

Ducati 998

Property and its contents at 1497 Bergerac Drive San Jose CA 95118

I Isabel Shisler will not sell property without 15 day notice to Bryan Shisler.

If Isabel Shisler or Dee Shisler request for any reason to have any property recorded with city county or state agencies that the property is in fact Dee and Isabel's property (per signed contracts) that Bryan will pay any fees associated with said transfers. If fees costs are paid by Isabel Shisler that these fees will be paid back to Isabel Shisler and added to the loans that are owed to Isabel and Dee Shisler.

When Bryan Shisler pays back all loan and if vehicles or property have been transferred into Isabel Shisler's name, Isabel Shisler will voluntarily fill out appropriate forms that will show transfers are to be parent child so as not to incur unnecessary taxes or fees.

11/17/2007

~~Isabel Shisler~~ 11/17/2007 Dee I. Shisler
pg 2

I, Bryan Shisler agree to the following terms and conditions, in exchange for ongoing loans that will be used for general business and general personal purposes. The following terms are not negotiable. All terms below are fully enforceable until loans are paid back in full. If all loans are paid back in full and a new loan/s is/are initiated the below terms will be in full force again. This is regardless of any new agreement being signed or how old this agreement is. It is further stipulated that none of the property or vehicles purchased by Bryan and Shelly Shisler/any company they own/owned would not be affordable, without the funds provided by Dee and Isabel Shisler to acquire said properties, therefore it is agreed that any property or vehicles purchased during the term of these loans is the property of Dee and Isabel Shisler. This "property" is not to be confused with "collateral" but actually is the property of Isabel and Dee Shisler. This includes any property or vehicles that a company they own purchases during the term of these loans.

It is further agreed that if at any time Dee and Isabel Shisler need money for any reason that they have full rights to sell (in the manner they see fit with 15 days notice) said property or vehicles that were purchased during the time money owed them. There is no exception to this. It is further agreed that if there are other terms that need to be added to protect the ownership of said property of Dee and Isabel Shisler and any property purchased by Bryan Shisler or any companies that he might own or has owned during the term of this agreement, that Bryan Shisler will willingly sign said addition to this agreement. Any violation of this agreement that is not enforced immediately by Dee and Isabel Shisler means it can be enforced at any time without notice.

Interest on these loans is 6% APR. **Loans including interest must be paid back in full by December 2017** or property and or vehicles can be liquidated (or taken physical possession of) by Dee and Isabel Shisler. Valuation of said property will be by independent mutually agreed to party. If Dee and Isabel keep property or sell it, it is immaterial. The valuation of property will stand and this value of said property will be the amount reduced from the balance owed on the loans.

- No business purchases over \$500. can be made without written or at least verbal prior approval by Isabel Shisler or Dee Shisler, by any company that Bryan Shisler owns **unless for materials, payroll costs for jobs that will generate income. All "books" and tax returns are to accessible with 48 hours notice and if requested monthly balance sheets/income statements will be provided to Dee and Isabel Shisler. No business can pay an employee unless this person will generate income i.e. if you are paying someone that is not generating income that would be considered diverting funds that should be being used to pay back loans to Isabel and Dee Shisler. This will be considered a direct violation of this contract and loans can be "called" and any property, receivables, or vehicles can be confiscated to pay back loans due at that time.**
- Any receivables whether they be a loan to other party or they be a receivables due a business that is owned by Bryan and Shelly is to be considered money that is to be paid directly to Dee and Isabel Shisler (less cost of doing business, and money for Bryan and Shelly's agreed to payroll).
- No personal purchases over \$500. can be made without prior written or at least verbal approval by Isabel Shisler or Dee Shisler, **unless for emergency medical, emergency transportation repairs, or to keep insurances up to protect property that is agreed to here as Isabel and Dee Shisler's property.** Purchases that are not authorized during the term of this contract are still the the property of Dee and Isabel Shisler. If property is sold and money used to by other

[Handwritten signature] 4/13/2005

Shisler.

This contract is in addition to all agreements signed since 1990. If there is a conflict in this contract with any previous agreements this agreement will supersede or be in addition to all previous agreements. No verbal agreements will be considered valid unless stipulated here.

I Bryan Shisler *willingly* agree to the following loan terms and will not in any venue try to get out of these terms or renegotiate these terms under any circumstances or for any reason. If Bryan or Shelly try to change the terms in any court of law or other venue Bryan, Shelly or the company they own will pay for any costs that occur to defend such efforts to break this contract.

[Handwritten signature]

[Handwritten signature]

4/11/1995

[Handwritten signature]

LOAN TERMS

Preface

The overarching understanding is that the loans that are going to be provided by Dee and Isabel Shisler to Bryan and Shelly Shisler are to help establish Bryan and Shelly's life, and that this money that Dee and Isabel Shisler will be counting on being repaid so that Dee and Isabel Shisler will be able to pay their bills in retirement. This money is **not** to be construed as a gift. It is further understood that this money was earned during a lifetime of work by Dee and Isabel and that the loans will have terms that are to protect said retirement funds.

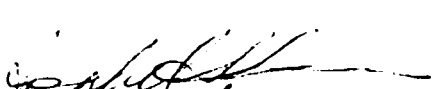
By signing these loan docs Bryan Shisler **completely** understands that these terms will make any assets that are purchase during the term of these loans the sole and whole property of Dee and Isabel Shisler. This is not to be construed as a lien holder position on said property. Terms of these loans began when money was loaned to purchase 5502 Dwight ave in San Jose for Bryan and Shelly to live in. Owner ship of said property is regardless what is purchased i.e. real estate, vehicles, or personal affects. This ownership is regardless how property is are recorded with government agencies, for example if Bryan, Shelly, or a company they owns were to purchase a car or truck for personal or business use and they were to title said vehicle in Bryan's or a company name it is acknowledged here that the property is that of Dee and Isabel Shisler this is regardless if Bryan got other loans to buy said property. If Dee and or Isabel Shisler feel it is necessary for any reason to have title moved to their name, Bryan would be responsible for said costs of changing title on a house, or a car etc.. We are allowing Bryan or one of his companies to title property in his name or company name to protect Dee and Isabel Shisler from any kind of legal issues that may arise due to Bryan Shisler's business dealings, personal dealings, or for example an employee were to get in an accident while driving a company truck. If Bryan and Shelly were to get divorced, or if Bryan Shisler were to die during the term of these loans, Dee and Isabel have a right to call said loans and require liquidation of said property.

Dee and Isabel Shisler state here that these loans can be used for general business and or general personal purposes. All terms will and are fully enforceable until loans are paid back in full. When loans are paid back in full and then a new loan is initiated it is agreed that these terms will apply again with no terms changing unless agreed to in writing. Since none of the property purchased by Bryan and Shelly Shisler or the company they own or will own would be able to be purchased without said loans by Dee and Isabel Shisler said properties, are again agreed to be owned by Dee and Isabel Shisler. This means any property or vehicles purchased during the terms of these loans regardless of how small balance owed. Furthermore the property that is purchased by Bryan, Shelly or a company they own is not "collateral" it is the property of Isabel & Dee Shisler. **Bryan agrees that there will be income that will be generated from their business but that this loan agreement still strictly dictates that if Bryan, Shelly or a company they own purchases personal property, vehicles or real estate it is in fact per this contract the personal property of Isabel and Dee Shisler until all loans are paid back in full.**

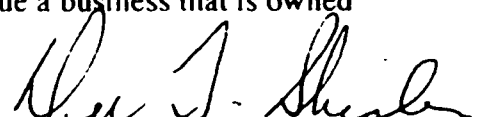
If at any time Dee and Isabel Shisler need money for any reason that they have full rights to sell (in the manner they see fit with 15 days notice said property). There is no exception to this. It is further agreed that if there are other terms that need to be added to protect the ownership of said property of Dee and Isabel Shisler and any property purchased by Bryan Shisler or any companies that he might own or has owned during the term of this agreement, that Bryan Shisler will willingly sign said addition to this agreement. Any violation of this agreement that is not enforced immediately by Dee and Isabel Shisler means that it can be enforced at any time without notice.

Loan interest rate is 6.5% unless a signed change is agreed to by Isabel or Dee Shisler. Property and vehicles can be sold by Dee and Isabel Shisler with only 15 day notice.

Purchases by Bryan, Shelly Shisler or their companies that are over \$800 would have to be authorized by Isabel Shisler or Dee Shisler. All books and tax returns are to accessible with 48 hours notice and if requested monthly balance sheets/income statements will be provided to Isabel Shisler. Any receivables whether they be a loan to other party or they be a receivables due a business that is owned


4/11/1995




Pg 5

by Bryan and Shelly is to be considered money that is to be paid directly to Dee and Isabel Shisler (less cost of doing business, and money for Bryan and Shelly's agreed to payroll).

If money is used to purchase **unauthorized** personal or business property of any type Dee and Isabel Shisler have the right without notice to sell this said property to pay back money owed them.

"Personal vehicles", business vehicles, sports cars, or motorcycles, are not to be driven unless fully insured. It is further agreed that "sports cars" and motorcycles are only to be used for business or promotional purposes and not to be driven for any other reason. This is to minimize risk/liability exposure to this property/vehicles agreed to as owned by Dee and Isabel Shisler. *Furthermore Bryan or his companies will pay the cost to defend any lawsuit that names Dee and Isabel Shisler due to the ownership of said property or vehicles i.e. car accident or lawsuit from business related activities.*

Home owners insurance to protect the assets that Isabel and Dee Shisler own per this contract are to be fully in effect at all times and paid for by Bryan and Shelly Shisler.

Property taxes are to be kept current by Bryan and Shelly Shisler on any property requiring it. Any fines late fees etc. are to be born by Bryan and Shelly Shisler.

Any fines, parking tickets or late registration costs are to born exclusively by Bryan and Shelly Shisler or the companies they own.

All vehicles will be maintained to keep their value at "high blue book values" or at least as good as condition as when purchased less normal wear and tear.

Bryan or Shelly are not to sell **any of the assets** they have purchased with a value above \$800 without permission and repayment of loans from Isabel and Dee Shisler to Bryan and Shelly Shisler or any company they own or will own.

Per this contract, any company assets purchased by Bryan Shisler are owned by Isabel Shisler and Dee Shisler until Isabel and Dee Shisler are paid back all monies owed.

The property that is located at 1497 Bergerac Dr. purchased by Bryan Shisler and Shelly Shisler is the property of Dee and Isabel Shisler.

It is further agreed that this contract is binding on its own whether or not titles for property or vehicles are recorded with city, state, or federal agencies, or whether or not titles were or are recorded, or transferred to or from Isabel and or Dee Shisler or Bryan/Shelly Shisler. **This agreement will always supersede any city, state, or federal recordings regardless of intention of said titling with city, state, federal agencies until loans are paid in full.**

If any vehicle or property per this agreement is sold all monies will go directly to Isabel and Dee Shisler unless otherwise agreed to by Dee and Isabel Shisler. Furthermore, any money received will be by check or money order made out directly to Dee and Isabel Shisler.

It is further agreed that the Residence 1497 Bergerac Drive is also owned Isabel Shisler owner house regardless of deed of trust status.

In the case of Isabel and Dee Shisler death 50% of the property reverts back to Bryan Shisler and 50% will go to Robert Shisler.

If at any time there is a breach of any part of this agreement the vehicles house or other assets can or will be removed from possession without out notice.

You are not to sell or otherwise encumber the property or vehicles without permission from Dee and Isabel Shisler. If you are to sell an asset of any type the sale price must be agreed to by Dee and Isabel

4/11/1995
Dee Shisler



Isabel Shisler

Alliance
CREDIT UNION

California
265 Curtner Ave.
San Jose, CA 95125
(408) 445-3386

North Carolina
237 Racine Drive
Wilmington, NC 28403
(800) 232-8669

Patent #5,772,240

90-2680
321141

NO. 2100900

CASHIER'S CHECK

PAY THIRTY THOUSAND AND 00/100 DOLLARS

DATE
28NOV08

AMOUNT
\$ **30000.00

TO
THE
ORDER
OF

BRYAN BHISLER***

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

Remitter: ISABEL S BHISLER

⑆2100900⑆ ⑆321176804⑆0000007319⑆

Account:7319 Draft#:2100900 Amount:\$30,000.00 Sequence:5058870 Date:12/02/2008 CUID:321176804 Branch:0 WorkType:MSDS

WARNING DO NOT CASH THIS CHECK WITHOUT NOTING SECURITY FEATURES ON FRONT AND BACK
ENCLOSURE

NOTE THE ABOVE LINES ARE COMPOSED OF MICRO TYPE CONTAINING THE WORDS "SAFE". CHECK WITH MAGNETIC

DO NOT WRITE OR SIGN BELOW THIS LINE

321176833
146-MERIWEST CU-146
NOV 29 2008

5615 CHESBRO AVE.
SAN JOSE, CA 95128

MERIWEST CREDIT UNION
>321176833<
SAN JOSE CA 408363321

WARNING DO NOT CASH THIS CHECK WITHOUT NOTING SECURITY FEATURES ON FRONT AND BACK.

UNOUISE HEINE

D-50057-0174

NOTE THE ABOVE LINES ARE COMPOSED OF MICRO TYPE CONTAINING THE WORDS 'SAFE' CHECK WITH MAGNIFIER.

DO NOT WRITE OR SIGN BELOW THIS LINE

104 01/30/2009

TELLER

176823

02/03/2009

021509222

021509222

Account: 7319 Draft: 2135044 Amount: 520,000.00 Sequence: 9000326 Date: 02/03/2009 CUID: 321176804 Branch: 0 WorkType: MSDS

#0002000000#

#2135044# 321176804:0000007319#

Reitter: ISABEL B BHISLER

AUTHORIZED SIGNATURE

Isabel Bhisler

TO THE ORDER OF

BRYAN BHISLER***

VOID AFTER 90 DAYS

PAY TWENTY THOUSAND AND 00/100 DOLLARS

DATE 28 JAN 09 AMOUNT \$ **20000.00

CASHIER'S CHECK

ALLIANCE CREDIT UNION
265 Carter Ave.
Sart Jose, CA 95125
(408) 445-3388
North Carolina
237 Riche Drive
Wilmington, NC 28403
1 (800) 232-8669



NO. 2135044

507680 321191

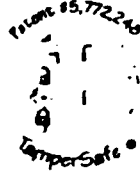
DOCUMENT IS PRINTED ON FULL WATERMARKED STOCK AND HAS MICROTYPES AND SECURITY THROUGH NUMBERS

DOCUMENT IS PRINTED ON 100% RECYCLED WATERMARKED STOCK AND HAS MICROTYPE AND BLEED THROUGH NUMBERS

ALLIANCE
CREDIT UNION

California
266 Curtner Ave.
San Jose, CA 95125
(408) 446-3366

North Carolina
237 Racine Drive
Wilmington, NC 28403
1 (800) 232-8689



90-7680
321191

NO. 2135071

CASHIER'S CHECK

called dr

DATE
07FEB09

AMOUNT
\$ **22000.00

PAY TWENTY TWO THOUSAND AND 00/100 DOLLARS

TO
THE
ORDER
OF

BRYAN SHISLER***

VOID AFTER 90 DAYS

Remitter: ISABEL S SHISLER

Isabel S Shisler
AUTHORIZED SIGNATURE

⑆ 2135071⑆ ⑆ 321176804⑆ 0000007319⑆

Account:7319 Draft#:2135071 Amount:\$22,000.00 Sequence:5205828 Date:02/10/2009 CUID:321176804 Branch:0 WorkType:MSDS

WARNING DO NOT CASH THIS CHECK WITHOUT NOTING SECURITY FEATURES ON FRONT AND BACK.

ENDORSE HERE

9778087

NOTE THE ABOVE LINES ARE COMPOSED OF MICRO TYPE CONTAINING THE WORDS "SAFE" CHECK WITH MAGNIFIER

DO NOT WRITE OR SIGN BELOW THIS LINE

321176833
002-MERIWEST CU-002

FEB - 9 2009

5815 CHESBRO AVE.
SAN JOSE, CA 95128

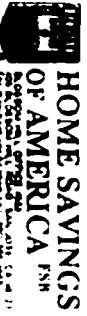
MERIWEST CREDIT UNION
>321176833<
SAN JOSE CA 4083633216

Judges
copy

ISABEL S SHISLER OR
DEE F SHISLER
5710 TONOPAH DR
SAN JOSE CA 95123

Date: 5/29/98

0139
⑆ 8076 321⑆



Pay to the order of Alfred Property Services \$ 45,200.00
Four thousand five hundred & no/100 Dollars

Personal Loan to Parents Donald & Marie
⑆ 321180780⑆ 06539101045⑆ 0139 ⑆0000450000⑆

DEE F. SHISLER
ISABEL S. SHISLER

5710 TONOPAH DR.
SAN JOSE, CA

DEE F. SHISLER
ISABEL S. SHISLER

5710 TONOPAH DR.
SAN JOSE, CA 95123

183

90-788/1211



FREMONT BANK

FREMONT, CALIFORNIA 94537



⑆12110

⑆121107882⑆0183-05-94416-3⑆

NOT NEGOTIABLE

DEE F. SHISLER
ISABEL S. SHISLER

5710 TONOPAH DR.
SAN JOSE, CA 95123

205

90-788/1211

95

12,000



FREMONT BANK

FREMONT, CALIFORNIA 94537

⑆121107882⑆0205-05-94416-3⑆305 NOT NEGOTIABLE

DEE F. SHISLER
ISABEL S. SHISLER

5710 TONOPAH DR.
SAN JOSE, CA 95123

180

90-788/1211

Dec. 28 70

*California Mtnc. 1,500.00
One thousand five hundred + 00/100*



FREMONT BANK

⑆121107882⑆0180-05-94416-3⑆

NOT NEGOTIABLE

\$173,000 IN
LOANS

ISABEL S

5710 TONOPAH
SAN JOSE, CA

DEE F. SHISLER
ABEL S. SHISLER

5710 TONOPAH DR.
SAN JOSE, CA 95123

203

90-788/1211

Twelve



payable to

12110



FREMONT BANK
FREMONT, CALIFORNIA 94537

121107882:0203-05-94

DEE F. SHISLER
ISABEL S. SHISLER

5710 TONOPAH DR.
SAN JOSE, CA 95123

203

90-788/1211

Bryan B.

Sixty thousand & no/100



FREMONT BANK
FREMONT, CALIFORNIA 94537

121107882:0203-05-94416-3-305

NOT NEGOTIABLE

ISABEL S. SHISLER &
DEE F. SHISLER JT TEN
5710 TONOPAH DRIVE
SAN JOSE, CA 95123

CHECK HERE IF TAX DEDUCTIBLE ITEM

\$ 127

Twelve thousand & no/100

BAL. FWD.	
THIS PAYMENT	12,700
BALANCE	
OTHER	
BAL. FWD.	

1500

ISABEL S. SHISLER &
DEE F. SHISLER JT TEN
5710 TONOPAH DRIVE
SAN JOSE, CA 95123

CHECK HERE IF TAX DEDUCTIBLE ITEM

\$ 128

*Attached to party...
thirteen thousand & no/100*

BAL. FWD.	
THIS PAYMENT	13,000
BALANCE	
OTHER	
BAL. FWD.	

13,000

DEE F. SHISLER
ISABEL S. SHISLER
5710 TONOPAH DR.
SAN JOSE, CA 95123

DEE F. SHISLER
ISABEL S. SHISLER
5710 TONOPAH DR.
SAN JOSE, CA 95123



Dec 11 90
2,500

1211

12110788 2:0177-05-94416-3

DEE F. SHISLER
ISABEL S. SHISLER

5710 TONOPAH DR.
SAN JOSE, CA 95123

177

Dec 14 90 90-788/1211

California Building Maintenance
(One thousand 00/100)



1,000

FREMONT BANK
FREMONT, CALIFORNIA 94527

Personal loan to Business

12110788 2:0177-05-94416-3

NOT NEGOTIABLE

DEE F. SHISLER
ISABEL S. SHISLER

5710 TONOPAH DR.
SAN JOSE, CA 95123

179

Dec 22 90 90-788/1211

Afternoon Club
Three thousand 00/100



3,000

FREMONT BANK
FREMONT, CALIFORNIA 94527

Down Payment California

12110788 2:0177-05-94416-3

NOT NEGOTIABLE

DEE F. SHISLER
ISABEL S. SHISLER

5710 TONOPAH DR.
SAN JOSE, CA 95123

178

Dec 20 90 90-788/1211

California Building Maintenance
Six thousand 00/100



6,000

FREMONT BANK
FREMONT, CALIFORNIA 94527

Personal loan to Business

12110788 2:0177-05-94416-3

NOT NEGOTIABLE

1 DAVID J. COOK, ESQ. (State Bar # 060859)
2 ROBERT J. PERKISS, ESQ (State Bar # 62386)
3 COOK COLLECTION ATTORNEYS
4 A PROFESSIONAL LAW CORPORATION
5 165 Fell Street
6 San Francisco, CA 94102-5106
7 Mailing Address: P.O. Box 270
8 San Francisco, CA 94104-0270
9 Tel.: (415) 989-4730
10 Fax: (415) 989-0491
11 Email: Cook@SqueezeBloodFromTurnip.com
12 File No. 54,098

13 Attorneys for Plaintiff
14 SANFER SPORTS CARS, INC.

15 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

16 COUNTY OF SANTA CLARA

17 UNLIMITED CIVIL JURISDICTION

18 SANFER SPORTS CARS, INC.,)	CASE NO. 109CV 159153
)	
19 Plaintiff,)	ORDER GRANTING APPLICATION FOR
)	ISSUANCE OF EX PARTE RELIEF RE
20 vs.)	ISSUANCE OF:
)	
21 BRYAN SHISLER,)	1) ORDER OF EXAMINATION;
)	2) WRIT OF EXECUTION;
22 Defendant.)	3) RESTRAINING ORDER
)	4) ABSTRACT OF JUDGMENT

23 Based upon the Declaration of David J. Cook, Esq., and finding some evidence of a
24 potential fraudulent conveyance, and that the debtor is the owner of three valuable vehicles, and
25 moreover that the debtor has listed himself as the owner thereof as of November 19, 2008, under
26 oath, in a filing in this court, that thereafter the debtor has apparently transferred the vehicles to
27 one or more family members, either in part or in whole, based upon a loan in which the unpaid
28 balance is not listed therein, and in the face of the outstanding judgment herein, and for good cause
appearing, therefore,

IT IS HEREBY ORDERED that the ex parte application be and the same is hereby granted.

IT IS FURTHER ORDERED that the Clerk of the Court shall issue to and on behalf of the
Plaintiff herein, a Writ of Execution pursuant to Civ.C. § 1710.45(c), AND abstracts
of Judgment.

EMPOWER

2010 JUN -1 AM 10:57

A. Pacheco

1 IT IS FURTHER ORDERED that the Clerk of the Court shall authorize the issuance under
2 the court's signature herein, of an order of examination under C.C.P. § 708.110, the issuance of an
3 order of examination against a third party based upon a proper showing pursuant to C.C.P. §
4 708.120, and the issuance of subpoenas which might be required from time to time under C.C.P. §
5 708.130 herein.

6 IT IS FURTHER ORDERED that the Defendant BRYAN SHISLER is hereby restrained
7 from the sale, transfer, lien, mortgage, encumbrance, sale, or other disposition, or any other act to
8 fraudulently convey, conceal, or hide, those motor vehicles described herein, as follows:

9 1995 Dodge Viper - VIN #1B3BR65E6SV201107;

10 1997 Lamborghini Diablo - VIN #2A9RU37B3V1A12789;

11 2002 Ducati - VIN #2DM1SB5V82B015811.

12 IT IS FURTHER that the Defendant BRYAN SHISLER is hereby restrained, stayed,
13 enjoined and prohibited from taking any act to alter, change, or affect the title to the vehicles, or
14 any part thereof, to sell, dispose or encumber any interest or equitable or beneficial interest in the
15 vehicles, or to engage in any act, either in part or in whole, the effect of which would be to
16 commit, consummate, or engage in any act constituting a fraudulent conveyance, or other
17 disposition of the vehicles, all for the purpose of keeping the vehicles outside the ability of the
18 Plaintiff herein by which to enforce the judgment thereunder.

19
20 DATED: JUN - 1 2010

WILLIAM J. ELFVING
JUDGE OF THE SUPERIOR COURT

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1 DAVID J. COOK, ESQ. (State Bar # 060859)
2 ROBERT J. PERKISS, ESQ. (State Bar # 62386)

ENDORSED

3 COOK COLLECTION ATTORNEYS
4 A PROFESSIONAL LAW CORPORATION

2010 NOV -1 A 9: 58

5 165 Fell Street
6 San Francisco, CA 94102-5106
7 Mailing Address: P.O. Box 270
8 San Francisco, CA 94104-0270
9 Tel.: (415) 989-4730
10 Fax: (415) 989-0491
11 Email: Cook@SqueezeBloodFromTurnip.com
12 File No. 54,075

County of Santa Clara
Superior Court
By _____
Deputy Clerk

C. FUJHARA

13 Attorneys for Plaintiff
14 SANFER SPORTS CARS, INC.

15 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

16 COUNTY OF SANTA CLARA

17 UNLIMITED CIVIL JURISDICTION

18 SANFER SPORTS CARS, INC.,)

CASE NO. 109CV 159153

19 Plaintiff,)

20 vs.)

21 BRYAN SHISLER,)

22 Defendant.)

23 _____)
24 SANFER SPORTS CARS, INC.,)

CASE NO. 109CV 159158

25 Plaintiff,)

26 vs.)

27 BRYAN SHISLER,)

28 Defendant.)

NOTICE OF ORDER CONSOLIDATING
ONLY THE THIRD PARTY HEARING

NOTICE IS HEREBY GIVEN of the entry of the following order in the above referenced matter, a true and correct copy of which is attached hereto and incorporated by reference as if fully set forth herein:

ORDER CONSOLIDATING ONLY THE THIRD PARTY HEARING

///

1 DATED: October 25, 2010

COOK COLLECTION ATTORNEYS

2 By: 

3 ROBERT J. PERKISS, ESQ.
4 Attorney for Plaintiff
5 SANFER SPORTS CARS, INC.

6 F:\USERS\DJCNEW\shisler.NOTICE4

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DAVID J. COOK, ESQ. (State Bar # 060859)
ROBERT J. PERKISS, ESQ (State Bar # 62386)
COOK COLLECTION ATTORNEYS
A PROFESSIONAL LAW CORPORATION
165 Fell Street
San Francisco, CA 94102-5106
Mailing Address: P.O. Box 270
San Francisco, CA 94104-0270
Tel.: (415) 989-4730
Fax: (415) 989-0491
Email: Cook@SqueezeBloodFromTurnip.com
File Nos. 54,098 & 54,075

Attorneys for Plaintiff
SANFER SPORTS CARS, INC.

EMPOWERED

2010 OCT 21 AM 11:44

Deputy Clerk of the Superior Court
A. PACHECO

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
UNLIMITED CIVIL JURISDICTION

SANFER SPORTS CARS, INC.,
Plaintiff,
vs.
BRYAN SHISLER,
Defendant.

CASE NO. 109CV 159153

SANFER SPORTS CARS, INC.,
Plaintiff,
vs.
BRYAN SHISLER,
Defendant.

CASE NO. 109CV 159158
(PROPOSED) ORDER CONSOLIDATING
ONLY THE THIRD PARTY HEARING

Based upon the ex parte application of the judgment creditor, SANFER SPORTS CARS, INC., and the Declaration in support thereof, and for good cause appearing, therefore,

IT IS HEREBY ORDERED that the two actions in this case, Case Nos. 109CV 159158 and 109CV 159153, be consolidated for purposes of the Third Party hearing only.

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IT IS FURTHER ORDERED that the hearing on the Third Party Claim of DEE SHISLER and ISABEL SHISLER in both of the above actions shall be heard under Case No. 109CV 159153 in Dept. 22 on 11/16/10 at 9:00 a.m.

IT IS FURTHER ORDERED that any opposition to the Third Party Claim, other than what has been filed herein, shall be filed and served as expeditiously as possible on 11/5/10.

IT IS FURTHER ORDERED that any reply to the opposition to the Third Party Claim, shall be filed and served as expeditiously as possible on 11/____/10.

IT IS FURTHER ORDERED that this court shall conduct an evidentiary hearing in the event that the court finds any disputed issues of fact or credibility, unless the court determines that all matters can be resolved as a matter of law.

IT IS FURTHER ORDERED that the Third Party Claimants may be barred from introducing into evidence in support of their claim any books, letters, papers and files, other than which have been attached to the Third Party Claim itself.

IT IS FURTHER ORDERED that chambers copies shall be provided of any opposition or reply, as may be allowed.

Kevin J. Murphy

DATED: OCT 21 2010

KEVIN MURPHY
JUDGE OF THE SUPERIOR COURT

F:\USERS\DJCNEW\shisler.APP13

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PROOF OF SERVICE

BRYAN SHISLER
1497 Bergerac Drive
San Jose, CA 95118

ENDORSED

2010 NOV - 11 A 9: 58

I declare:

I am employed in the County of San Francisco, California. I am over the age of eighteen (18) years and not a party to the within cause. My business address is 165 Fell Street, San Francisco, CA 94102. On the date set forth below, I served the attached:

David H. ... General Court
Deputy Clerk
UJHARA

NOTICE OF ORDER CONSOLIDATING ONLY THE THIRD PARTY HEARING

on the above-named person(s) by:

XXX (BY FEDERAL EXPRESS) Placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in the Federal Express Office at San Francisco, California, addressed to the person(s) served above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 25, 2010.



Robert J. Perkiss

- IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.
 IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.

- DIVISION
 CIVIL
 CRIMINAL
 FAMILY
 TRAFFIC
 OTHER

EXEMPLIFICATION

CASE NUMBER

07-6282 CA21

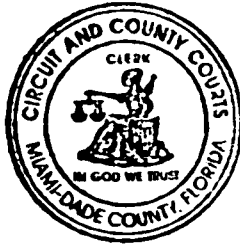
EXEMPLIFICATION OF:

CLOCK IN

ORDER GRANTING MOTION TO FILE AMENDED COMPLAINT
AND GRANTING TEMPORARY INJUNCTION

I, HARVEY RUVIN, Clerk of the Circuit and County Courts of the Eleventh Judicial Circuit of Florida, do hereby Certify that I am the Custodian of Official Records for Miami-Dade County, Florida, and the attached document is a certified copy therefrom.

In Witness Whereof, I have set my hand and affixed the seal of my office this 07TH day of JUNE, 2010.



Harvey Ruvin

Harvey Ruvin, Clerk of
Circuit and County Courts
Miami-Dade County, Florida

By: *Shirley Shabazz*
Senior Deputy Clerk
10607

I, Jennifer D. Bailey
Circuit Court Judge, Judge of the Circuit County Court in and for Miami-Dade County, Florida, do hereby Certify that the Circuit and County Courts of the Eleventh Judicial Circuit have a Clerk of Courts and an authenticating seal for his office. Furthermore, that HARVEY RUVIN is the Clerk of Courts for the Eleventh Judicial Circuit of Florida and the custodian of the records thereof.

JUN 07 2010

Witness my hand and Official Signature this _____ day of _____, 20____.

Jennifer D. Bailey
Jennifer D. Bailey
Circuit Court Judge

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 07-6282 CA21

FBN: 0226440

BRYAN SHISLER

Plaintiff,

vs.

SANFER SPORTS CARS, INC.

Defendant.

**ORDER GRANTING MOTION TO
FILE AMENDED COUNTERCLAIM
AND GRANTING TEMPORARY
INJUNCTION**

FILED FOR RECORD
2009 SEP 24 PM 3:59
CLERK OF COURT
11TH JUDICIAL CIRCUIT
MIAMI, FLORIDA

THIS CAUSE having come before the Court on September 17, 2009 upon the Defendant, SANFER SPORTS CARS, INC.'s (SANFER), Ex Parte Motion for Permission to file an Amended Counterclaim to Set Aside Fraudulent Transfers and Request for Supplementary Proceedings and for Temporary Injunction Without Notice and the Court having decided previously to address the matters with notice such that BRYAN SHISLER had the opportunity to be present, having reviewed SANFER's motion and attachments, having heard argument from counsel for SANFER and from BRYAN SHISLER, appearing telephonically, and being otherwise fully advised in the premises, it is HEREBY ORDERED AND ADJUDGED that:

1. SANFER's Motion for Temporary Injunction Without Notice is treated as an application with notice. Inasmuch as Mr. Shisler stated that the properties in issue had been transferred back in his name or the name of a company he controls, it is ordered that BRYAN SHISLER and any company in which he has an interest, including Allied Property Services, Inc. are hereby prohibited, without the specific permission of this Court, from any further transfers of the 1997 Lamborghini Diablo VIN# ZA9RU37B3VLA12789, 1995 Dodge Viper VIN# 1B3BR65E6SV201107, 2002 Ducati

A TRUE COPY
CERTIFICATION IN LAST PAGE
HARVEY RUBIN, CLERK

VIN# ZDM1SB5V82B015811 and residence at 1497 Bergerac Drive, San Jose, California 95118. Should MR. SHISLER need to schedule an emergency hearing, he may reach the Court at 305.349.7074. Otherwise, papers addressing any issue in the case should be filed with the Clerk, Circuit Court, 11th Judicial Circuit, Room 137, Dade County Courthouse, 73 West Flagler Street, Miami, Florida 33130 and copies provided contemporaneously to counsel for SANFER. Inasmuch as MR. SHISLER may make application for relief to the Court, no bond is required.

2. SANFER's Motion to File an Amended Counterclaim to Set Aside Fraudulent Transfers and Request for Supplementary Proceedings be and the same is hereby granted.

DONE AND ORDERED this 23 day of September, 2009 in Chambers at Miami-Dade County, Florida.



The Honorable William Thomas,
Circuit Court Judge

cc. Counsel of record

Bryan Shisler
1497 Bergerac Drive
San Jose, CA 95118

~~William Thomas
Circuit Court Judge~~

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office. SEP. 24 AD 20 09

HARVEY RUVIN, Clerk of Circuit and County Courts

Deputy Clerk 



6396

Case Name:

Case Number:

ATTACHMENT A

Bryan wants to try to keep the house rather than sell it, and he is trying to get a loan modification. Shelly would like to put the house on the market for sale. Pending trial, Bryan can continue to try to modify the mortgage. However, if a Notice of Sale is recorded the house will immediately be put on the market for sale and sold. The parties can agree in writing to not put it on the market or to withdraw it from market. This stipulation is w/o prejudice to requesting sale of the house by further motion or at trial.

The Viper + Lamborghini automobiles will be valued for division of assets at trial using date of separation value. The autos will not be driven unless they are insured for their full value against damage due to collision.

CASE NAME:

CASE NUMBER:

We have read the entire Stipulation and Order, including all attachments. We understand it fully and request the Court to make our stipulation the Court's order. We waive all further notice of this order.

Dated: 3/18/10

Petitioner/Plaintiff

Dated: 3/18/10

Attorney for Petitioner/Plaintiff

Dated: 3/18/10

Respondent/Defendant

Dated: _____

Attorney for Respondent/Defendant

Dated: _____

Attorney for Minor Child(ren)

Dated: _____

Claimant

Dated: _____

Attorney for Claimant

ORDER

THE COURT APPROVES THE TERMS STIPULATED AND AGREED TO BY THE PARTIES AND HEREBY ISSUES THE ORDERS ATTACHED.

Dated: 3-18-10

Aaron Persky

Judge of the Superior Court

NOTICES

THIS ORDER SHALL BE ENFORCED BY ALL LAW ENFORCEMENT OFFICERS IN THE STATE OF CALIFORNIA. THIS ORDER IS EFFECTIVE WHEN MADE.

TAKING OR CONCEALING A CHILD IN VIOLATION OF THIS ORDER MAY BE A FELONY AND PUNISHABLE BY CONFINEMENT IN STATE PRISON, A FINE, OR BOTH.

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE ATTEST: DAVID H. YAMASAKI

NOV 2 - 2010

CLERK DEPUTY



Petitioner Respondent

Please fill in & return copy in 4 provided envelope

FL-141

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address) Bryan Shisler		FOR COURT USE ONLY FILED 2008 NOV 19 A 8:39 David H. Yarnall, Clerk of the Superior Court County of Santa Clara By: <i>AB</i> JCS A. GEORGIEVA	
TELEPHONE NO:	FAX NO:		
ATTORNEY FOR (Name): SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 170 Park Center Plaza MAILING ADDRESS: 170 Park Center Plaza CITY AND ZIP CODE: San Jose CA 95113 BRANCH NAME:			
PETITIONER:			
RESPONDENT: Bryan Shisler			
DECLARATION REGARDING SERVICE OF DECLARATION OF DISCLOSURE AND INCOME AND EXPENSE DECLARATION <input type="checkbox"/> Petitioner's <input checked="" type="checkbox"/> Respondent's		CASE NUMBER 1-08 FL146910 <input checked="" type="checkbox"/> Preliminary <input type="checkbox"/> Final	

copy for sheriff of file with court with court mail to court with one copy
Attorney they can return to a self addressed envelope.

1. I am the Attorney for Petitioner Respondent in this matter.
2. Petitioner's Respondent's Preliminary Declaration of Disclosure and Income and Expense Declaration was served on:
 Attorney for Petitioner Respondent by: personal service mail other (specify):
on (date):
3. Petitioner's Respondent's Final Declaration of Disclosure and Income and Expense Declaration was served on:
 Attorney for Petitioner Respondent by: personal service mail other (specify):
on (date):
4. Service of the Final Declaration of Disclosure has been waived under Family Code section 2105, subdivision (d).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: **Bryan Shisler**
Bryan

(TYPE OR PRINT NAME)

[Signature]

(SIGNATURE)

Note:
File this document with the court.
Do not file a copy of either the Preliminary or Final Declaration of Disclosure with this document.

clerks office Superior Court
55 CA
court Address: 170 park center Plaza SJ 95113

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):		TELEPHONE NO:
ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF		
STREET ADDRESS: 170 PARK CENTER PLAZA		
MAILING ADDRESS: 170 PARK CENTER PLAZA		
CITY AND ZIP CODE: San Jose CA 95113		
BRANCH NAME:		
PETITIONER:		1
RESPONDENT: Bryan Shisler		
DECLARATION OF DISCLOSURE		CASE NUMBER
<input type="checkbox"/> Petitioner's	<input type="checkbox"/> Preliminary	1-08 FL176910
<input checked="" type="checkbox"/> Respondent's	<input type="checkbox"/> Final	

DO NOT FILE WITH THE COURT

Both the preliminary and the final declaration of disclosure must be served on the other party with certain exceptions. Neither disclosure is filed with the court. A declaration stating service was made of the final declaration of disclosure must be filed with the court (see form FL-141).

A preliminary declaration of disclosure but not a final declaration of disclosure is required in the case of a summary dissolution (see Family Code section 2109) or in a default judgment (see Family Code section 2110) provided the default is not a stipulated judgment or a judgment based upon a marriage settlement agreement.

A declaration of disclosure is required in a nullity or legal separation action as well as in a dissolution action.


Attached are the following:

1. A completed *Schedule of Assets and Debts* (form FL-142).
2. A completed *Income and Expense Declaration* (form FL-150 (as applicable)).
3. A statement of all material facts and information regarding valuation of all assets that are community property or in which the community has an interest (*not a form*).
4. A statement of all material facts and information regarding obligations for which the community is liable (*not a form*).
5. An accurate and complete written disclosure of any investment opportunity, business opportunity, or other income-producing opportunity presented since the date of separation that results from any investment, significant business, or other income-producing opportunity from the date of marriage to the date of separation (*not a form*).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Bryan Shisler
(TYPE OR PRINT NAME)


(SIGNATURE)

give a copy to Shelly by Nov. 10th

(11)

ATTORNEY FOR PARTY WITHOUT ATTORNEY (Name and Address) <div style="text-align: center; font-size: 2em; font-family: cursive;">N/A</div>	TELEPHONE NO.
ATTORNEY FOR (Name) SUPERIOR COURT OF CALIFORNIA, COUNTY OF	
PETITIONER: RESPONDENT: Bryan Shisler	
SCHEDULE OF ASSETS AND DEBTS <input type="checkbox"/> Petitioner's <input checked="" type="checkbox"/> Respondent's	CASE NUMBER 1-08FL146910

— INSTRUCTIONS —

List all your known community and separate assets or debts. Include assets even if they are in the possession of another person, including your spouse. If you contend an asset or debt is separate, put P (for Petitioner) or R (for Respondent) in the first column (separate property) to indicate to whom you contend it belongs.

All values should be as of the date of signing the declaration unless you specify a different valuation date with the description. For additional space, use a continuation sheet numbered to show which item is being continued.

ITEM NO.	ASSETS DESCRIPTION	SEP. PROP.	DATE ACQUIRED	CURRENT GROSS FAIR MARKET VALUE	AMOUNT OF MONEY OWED OR ENCUMBRANCE
1.	REAL ESTATE (Give street addresses and attach copies of deeds with legal descriptions and latest lender's statement.) 1497 BERBERAC DR SS CA 95118		1995	\$ 1,00	\$ 873000
2.	HOUSEHOLD FURNITURE, FURNISHINGS, APPLIANCES (Identify.) frigerator TV/entertainment stereo Vacuum		6 years ago on 2 average	2000	
3.	JEWELRY, ANTIQUES, ART, COIN COLLECTIONS, etc. (Identify.) watch Bracelet Necklace		3 years ago	250000	

(5)

ITEM NO.	ASSETS DESCRIPTION	SEP. PROP.	DATE ACQUIRED	CURRENT GROSS FAIR MARKET VALUE	AMOUNT OF MONEY OWED OR ENCUMBRANCE
4. VEHICLES, BOATS, TRAILERS (Describe and attach copy of title document.)	<p>Dodge Viper ✓</p> <p>Lamborghini Diablo ✓</p> <p>Ducati</p>			<p>\$</p> <p>2,5000</p> <p>115,1000</p> <p>7,400</p>	<p>\$</p> <p>0</p> <p>0</p> <p>0</p>
5. SAVINGS ACCOUNTS (Account name, account number, bank, and branch. Attach copy of latest statement.)			2008	100	0
6. CHECKING ACCOUNTS (Account name and number, bank, and branch. Attach copy of latest statement.)			N/A		
7. CREDIT UNION, OTHER DEPOSIT ACCOUNTS (Account name and number, bank, and branch. Attach copy of latest statement.)			2008	1200	0
8. CASH (Give location.)			0	0	0
9. TAX REFUND			2	?	?
10. LIFE INSURANCE WITH CASH SURRENDER OR LOAN VALUE (Attach copy of declaration page for each policy.)			2006	? 2000	?



ITEM NO.	ASSETS DESCRIPTION	SEP. PROP.	DATE ACQUIRED	CURRENT GROSS FAIR MARKET VALUE	AMOUNT OF MONEY OWED OR ENCUMBRANCE
11. STOCKS, BONDS, SECURED NOTES, MUTUAL FUNDS <i>(Give certificate number and attach copy of the certificate or copy of latest statement.)</i>			N/A	\$	\$
12. RETIREMENT AND PENSIONS <i>(Attach copy of latest summary plan documents and latest benefit statement.)</i>			N/A		
13. PROFIT - SHARING, ANNUITIES, IRAS, DEFERRED COMPENSATION <i>(Attach copy of latest statement.)</i>			N/A		
14. ACCOUNTS RECEIVABLE AND UNSECURED NOTES <i>(Attach copy of each.)</i>			N/A		
15. PARTNERSHIPS AND OTHER BUSINESS INTERESTS <i>(Attach copy of most current K-1 form and Schedule C.)</i> ALLIED PROPERTY SERVICES			N/A		
16. OTHER ASSETS					
17. TOTAL ASSETS FROM CONTINUATION SHEET					
18. TOTAL ASSETS				\$	\$


ITEM NO.	DEBTS—SHOW TO WHOM OWED	SEP. PROP.	TOTAL OWING	DATE INCURRED
19.	STUDENT LOANS (Give details.)		\$ —	
20.	TAXES (Give details.)		?	
21.	SUPPORT ARREARAGES (Attach copies of orders and statements.)		—	
22.	LOANS—UNSECURED (Give bank name and loan number and attach copy of latest statement.)			
23.	CREDIT CARDS (Give creditor's name and address and the account number. Attach copy of latest statement.)			
24.	OTHER DEBTS (Specify): <ul style="list-style-type: none"> ◦ LOAN TO PARENTS ◦ LOAN TO DEMETRA JENNINGS 			
25.	TOTAL DEBTS FROM CONTINUATION SHEET	0	0	
26.	TOTAL DEBTS	APPROX.	\$ 120,000	

27. (Specify number): N/A pages are attached as continuation sheets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Bryan Skister
(TYPE OR PRINT NAME)


(SIGNATURE OF DECLARANT)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FOR COURT USE ONLY CASE NUMBER: 1-08 FL146910
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS MAILING ADDRESS CITY AND ZIP CODE BRANCH NAME:	
PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT/CLAIMANT:	
INCOME AND EXPENSE DECLARATION	

1. Employment (Give information on your current job or, if you're unemployed, your most recent job.)

Attach copies of your pay stubs for last two months (black out social security numbers).

- a. Employer: **ALLIED PROPERTY SERVICES**
- b. Employer's address: **1497 Bergerac Dr. San Jose CA**
- c. Employer's phone number: **408 768-1696**
- d. Occupation: **President**
- e. Date job started: **1985**
- f. If unemployed, date job ended:
- g. I work about _____ hours per week.
- h. I get paid \$ **Ø** gross (before taxes) per month per week per hour.

(If you have more than one job, attach an 8½-by-11-inch sheet of paper and list the same information as above for your other jobs. Write "Question 1—Other Jobs" at the top.)

2. Age and education

- a. My age is (specify): **44**
- b. I have completed high school or the equivalent: Yes No If no, highest grade completed (specify):
- c. Number of years of college completed (specify): **2** Degree(s) obtained (specify):
- d. Number of years of graduate school completed (specify): Degree(s) obtained (specify):
- e. I have: professional/occupational license(s) (specify):
 vocational training (specify):


3. Tax information

- a. I last filed taxes for tax year (specify year):
- b. My tax filing status is single head of household married, filing separately
 married, filing jointly with (specify name):
- c. I file state tax returns in California other (specify state):
- d. I claim the following number of exemptions (including myself) on my taxes (specify):

4. Other party's income. I estimate the gross monthly income (before taxes) of the other party in this case at (specify): \$ **?**
This estimate is based on (explain):

(If you need more space to answer any questions on this form, attach an 8½-by-11-inch sheet of paper and write the question number before your answer.) Number of pages attached: **N/A**

I declare under penalty of perjury under the laws of the State of California that the information contained on all pages of this form and any attachments is true and correct.

Date:
Bryan Shisler (TYPE OR PRINT NAME)  (SIGNATURE OF DECLARANT)

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT/CLAIMANT:	CASE NUMBER:
--------------------------------------------------------------------------	--------------

Attach copies of your pay stubs for the last two months and proof of any other income. Take a copy of your latest federal tax return to the court hearing. (Black out your social security number on the pay stub and tax return.)

5. Income (For average monthly, add up all the income you received in each category in the last 12 months and divide the total by 12.)

	Last month	Average monthly
a. Salary or wages (gross, before taxes)	\$ 0	6000
b. Overtime (gross, before taxes)	\$ 0	0
c. Commissions or bonuses	\$ 0	0
d. Public assistance (for example: TANF, SSI, GA/GR) <input type="checkbox"/> currently receiving	\$ 0	0
e. Spousal support <input type="checkbox"/> from this marriage <input type="checkbox"/> from a different marriage	\$ 0	0
f. Partner support <input type="checkbox"/> from this domestic partnership <input type="checkbox"/> from a different domestic partnership	\$ 0	0
g. Pension/retirement fund payments	\$ 0	0
h. Social security retirement (not SSI)	\$ 0	0
i. Disability: <input type="checkbox"/> Social security (not SSI) <input type="checkbox"/> State disability (SDI) <input type="checkbox"/> Private insurance	\$ 0	0
j. Unemployment compensation	\$ 0	0
k. Workers' compensation	\$ 0	0
l. Other (military BAQ, royalty payments, etc.) (specify):	\$ 0	0

6. Investment income (Attach a schedule showing gross receipts less cash expenses for each piece of property.)

a. Dividends/interest	\$ 0	0
b. Rental property income	\$ 0	0
c. Trust income	\$ 0	0
d. Other (specify):	\$ 0	0

7. Income from self-employment, after business expenses for all businesses

I am the owner/sole proprietor business partner other (specify):

Number of years in this business (specify): 20+

Name of business (specify): ALLIED PROPERTY SERVICES

Type of business (specify): CONSTRUCTION

Attach a profit and loss statement for the last two years or a Schedule C from your last federal tax return. Black out your social security number. If you have more than one business, provide the information above for each of your businesses.

8. Additional income. I received one-time money (lottery winnings, inheritance, etc.) in the last 12 months (specify source and amount): N/A

9. Change in income. My financial situation has changed significantly over the last 12 months because (specify):
 Business is slow

10. Deductions

	Last month
a. Required union dues	\$ -
b. Required retirement payments (not social security, FICA, 401(k), or IRA)	\$ -
c. Medical, hospital, dental, and other health insurance premiums (total monthly amount)	\$ -
d. Child support that I pay for children from other relationships	\$ -
e. Spousal support that I pay by court order from a different marriage	\$ -
f. Partner support that I pay by court order from a different domestic partnership	\$ -
g. Necessary job-related expenses not reimbursed by my employer (attach explanation labeled "Question 10g")	\$ -

11. Assets

	Total
a. Cash and checking accounts, savings, credit union, money market, and other deposit accounts	\$ -
b. Stocks, bonds, and other assets I could easily sell	\$ -
c. All other property, <input checked="" type="checkbox"/> real and <input checked="" type="checkbox"/> personal (estimate fair market value minus the debts you owe)	\$ 300,000

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT/CLAIMANT:	CASE NUMBER <p style="font-size: 1.2em; text-align: center;">1 - 08FL146910</p>
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12. The following people live with me:

Name	Age	How the person is related to me? (ex: son)	That person's gross monthly income	Pays some of the household expenses?
a. Demetra Jennings	44	Girl friend She is loaning	11,500 me-\$3500/month	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
b.				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
c.				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
d.				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
e.				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

13. Average monthly expenses Estimated expenses Actual expenses Proposed needs

a. Home:

(1) Rent or mortgage \$ 5500

If mortgage:

(a) average principal: \$ _____

(b) average interest: \$ _____

(2) Real property taxes \$ 600

(3) Homeowner's or renter's insurance (if not included above) \$ _____

(4) Maintenance and repair \$ 80.

b. Health-care costs not paid by insurance ... \$ _____

c. Child care \$ _____

d. Groceries and household supplies \$ 600

e. Eating out \$ _____

f. Utilities (gas, electric, water, trash) \$ 800

g. Telephone, cell phone, and e-mail \$ 125

h. Laundry and cleaning \$ _____

i. Clothes \$ _____

j. Education \$ _____

k. Entertainment, gifts, and vacation. \$ _____

l. Auto expenses and transportation (insurance, gas, repairs, bus, etc.) \$ _____

m. Insurance (life, accident, etc.; do not include auto, home, or health insurance) \$ _____

n. Savings and investments \$ _____

o. Charitable contributions \$ _____

p. Monthly payments listed in item 14 (itemize below in 14 and insert total here) \$ _____

q. Other (specify): \$ _____

r. TOTAL EXPENSES (a-q) (do not add in the amounts in a(1)(a) and (b)) \$ _____

s. Amount of expenses paid by others \$ _____

14. Installment payments and debts not listed above

Paid to	For	Amount	Balance	Date of last payment
Isabel Shisler	Loan	\$ 60K?	\$ 40K?	7 months ago
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	

15. Attorney fees (This is required if either party is requesting attorney fees.):
- a. To date, I have paid my attorney this amount for fees and costs (specify): \$
 - b. The source of this money was (specify):
 - c. I still owe the following fees and costs to my attorney (specify total owed): \$
 - d. My attorney's hourly rate is (specify): \$

confirm this fee arrangement.

Date:

Bryan Shisler
(TYPE OR PRINT NAME OF ATTORNEY)

(SIGNATURE OF ATTORNEY)

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CHILD SUPPORT INFORMATION

(NOTE: Fill out this page only if your case involves child support.)

16. Number of children

- a. I have (specify number): 0 children under the age of 18 with the other parent in this case.
- b. The children spend 0 percent of their time with me and 100 percent of their time with the other parent.
(If you're not sure about percentage or it has not been agreed on, please describe your parenting schedule here.)

17. Children's health-care expenses

- a. I do I do not have health insurance available to me for the children through my job.
- b. Name of insurance company: N/A
- c. Address of insurance company: N/A
- d. The monthly cost for the children's health insurance is or would be (specify): \$
(Do not include the amount your employer pays.)

18. Additional expenses for the children in this case

	Amount per month
a. Child care so I can work or get job training	\$ <u>0</u>
b. Children's health care not covered by insurance	\$ <u>0</u>
c. Travel expenses for visitation	\$ <u>0</u>
d. Children's educational or other special needs (specify below):	\$ <u>0</u>

19. Special hardships. I ask the court to consider the following special financial circumstances

(attach documentation of any item listed here, including court orders):

	Amount per month	For how many months?
a. Extraordinary health expenses not included in 18b	\$ <u>—</u>	_____
b. Major losses not covered by insurance (examples: fire, theft, other insured loss)	\$ <u>—</u>	_____
c. (1) Expenses for my minor children who are from other relationships and are living with me	\$ <u>—</u>	_____
(2) Names and ages of those children (specify):		
(3) Child support I receive for those children		
	\$ <u>0</u>	

The expenses listed in a, b, and c create an extreme financial hardship because (explain):

20. Other information I want the court to know concerning support in my case (specify):